



# BSNL

*Connecting Bharat*

Securely • Affordably • Reliably

**Office of Executive Engineer (E)**

**BSNL Electrical Division, Raipur**  
**2ND Floor, Fafadih Tel. Exchange Compound, Raipur**  
**Phone no. 0771- 2430072, Mobile no. 9422931803**

## **TENDER DOCUMENTS** **E-TENDER ONLINE**

**N.I.T. NO.** : **19/EE(E)/BSNL/RYP/2024-25**

Name of Work :	<i>Supplying, Installation, Testing &amp; Commissioning of 135 Nos. 1.5TR, 5-star Inverter type Split AC units for different CNTX-W equipment installed locations and upcoming MAAN equipment planned locations under BSNL Electrical Division, Raipur.(SH:-Wiring and Associated work of Split AC.)</i>
Name of the Agency :	
Address	
Telephone Nos.:	
Date and time of Bid submission	<i>Date 17.01.2025 at 15:00 Hrs.</i>
Date and time of opening Technical and Financial Bid.	<i>Date 20.01.2025 at 15:30 Hrs.</i>

**This tender document contains ----- ( 34 ) pages only.**

***Tender to be submitted online on e-tender website of Central Public Procurement Portal URL***  
**<https://etenders.gov.in/>**

*Executive Engineer (E),  
B.S.N.L. Electrical Division,  
2<sup>ND</sup> floor ADMIN Building  
Fafadih Exchange Compound  
Raipur (C.G.)  
(For and behalf of BSNL)*

**CHECK LIST FOR THE TENDERER**

**IMPORTANT NOTE:** The contractor has to Upload the scanned copies of following documents with **on-line bid submission** and also submit the original / self attested copies of these documents, in the office of tender opening authority.

**NAME OF THE VENDOR:** .....

Sl. No	Description	Submitted/Uploaded Yes/No	Detail of document Submitted/Uploaded
	The Firms who fulfill the following requirements shall be eligible to bid.		
1	BSNL enlisted contractors in Electrical category of respective class as per their tendering limits.		
2	The intending bidder has to fill all the details such as <b>Online transactions slip</b> , Banker's name, Demand Draft/Fixed Deposit Receipt /Pay Order/ Banker's Cheque /Bank Guarantee number, amount and date		
	Cost of Bid Document: <b>Online transactions slip</b> OR Demand draft amounting to Rs 590 /- (Rs Five hundred Ninety Only) drawn in favour of <b>A.O. (CASH), O/o GMTD BSNL Raipur.</b> (Demand Draft only)		
	<b>EMD - Rs 9754.00 (Rs Nine Thousand Seven Hundred Fifty Four Only) Online transactions slip</b> OR in Banker's Cheque / Deposit at Call Receipt of a scheduled bank / fixed deposit receipt of a scheduled bank / Demand draft/bank guarantee(As per format in annexure ) of a scheduled bank issued in favour of <b>A.O. (CASH),O/o GMTD BSNL Raipur.</b> must accompany each tender. The Validity period of EMD is 120 days, from the date of opening of tender.		
3	Self attested Copy of PAN card.		
4	Self attested Copy of valid GST registration certificate.		
5	Self attested Copy of CA certificate for Turnover.		
6	Self attested Copy of Valid ELECTRICAL License.		
7	Self attested copy of EPF Registration certificate		
8	Self attested copy of ESI Registration certificate		
9	The tenderer should give a certificate that none of his/her relative is employed in BSNL units. In case of proprietorship firm, certificate will be given by the proprietor and for partnership firm certificate will be given by all the Directors of the company.(In the format as given on Page No. 18 )		

10	<b>Duly filled and signed undertaking regarding EPF &amp; ESI Provisions as per page no... 18 )</b>		
11	<b>Duly filled and signed Undertaking and to abide by EW6 and EW 8 as per page no. .18 )</b>		
12	<b>Deviation if any in Bid of NIT will be given by the firm on its letter head duly signed &amp; same shall be uploaded. In the absence of such letter it will be assumed that there are no deviations.</b>		
13	<b>Tender Submission Undertaking .Declaration by Contractor (I have read/Understood all the terms and conditions as mentioned in bid Document and accept the same unconditionally.( as per page -19)</b>		
<p>⇒ <b>On Line Bid Submission</b> – 1. <b>Techno-commercial Envelop</b> - The contractor has to Upload the scanned copies of above documents along with Scanned copy of the complete set of downloaded tender documents duly signed at the end of each page .</p> <p>2. <b>Financial Envelop</b> - The contractor has to Upload Price Schedule .</p> <p style="text-align: center;">Tender to be submitted online on e-tender website of Central Public Procurement Portal URL <a href="https://etenders.gov.in/">https://etenders.gov.in/</a></p>			
<p>⇒ <b>Offline Documents:</b> The following documents are required to be submitted offline in the office of tender opening authority</p> <ol style="list-style-type: none"> <li>1. EMD – Bid security (in original )</li> <li>2. DD/ Banker’s cheque of Tender fee i.e. cost of tender document (in original).</li> </ol>			



**BHARAT SANCHAR NIGAM LIMITED**  
(A Government of India Enterprises)

Office of Executive Engineer (E)  
BSNL Electrical Division , Raipur  
2<sup>ND</sup> Floor ADMIN Building. Fafadih Tel. Exchange Compound, Raipur,  
Phone no. 0771- 2430072 , Fax no. 0771-2433474

No **40(1)** /EE(E)/BSNL/RYP/2024-25 / 26

dated: - 10.01.2025

**NOTICE INVITING e- TENDER (EW-6)**

The Executive Engineer (Elect.), BSNL Electrical Division, 1st floor, old TRA bldg. FAFADIH Exchange Compound, Raipur invites **Online Item rate E-tenders on single bid system** on behalf of Bharat Sanchar Nigam Limited (A Government of India Enterprise) from eligible contractors for the following work :-

<b>NIT No.</b>	<b>19 /EE(E)/BSNL/RYP/ 2024-25</b>
<b>Name of Work</b>	<i>Supplying, Installation, Testing &amp; Commissioning of 135 Nos. 1.5TR, 5-star Inverter type Split AC units for different CNTX-W equipment installed locations and upcoming MAAN equipment planned locations under BSNL Electrical Division, Raipur.(SH:- Wiring and Associated work of Split AC.)</i>
<b>Estimated Cost put to tender</b>	<b>Rs.487718.00</b>
<b>Earnest Money</b>	<b>Rs. 9754.00</b>
<b>Cost of Bid Document</b>	<b>Rs. 590/- i/c G.S.T.</b>
<b>Period of completion</b>	<b>03 Months (Contract Period)</b>
<b>Last date &amp; Time of online submission of online Bid</b>	<b>17.01.2025 (Time 03:00 PM)</b>
<b>Time &amp; Date of online opening of Technical and Financial Bid.</b>	<b>20.01.2025 (Time 03:30 PM)</b>

1) **Eligibility Criteria: -**

The Contractors should satisfy the following conditions:

**BSNL enlisted contractors in Electrical category of respective class as per their tendering limits.**

**NOTE- A** ( in addition to eligibility criteria above, the contractor should submit and confirm )

- The contractor should have valid ELECTRICAL License, GST registration, PAN card, EPF and ESI registration
  - The agency should fulfill the relevant clause of BSNL Form EW-6 and should furnish a certificate regarding No near relatives.
- 2) Agreement shall be drawn with the successful Tenderer on prescribed Form No. BSNL EW-8 with up to date correction slips, which is available as a BSNL Publication/ BSNL website [www.electrical.bsnl.co.in](http://www.electrical.bsnl.co.in) and <https://etenders.gov.in/>. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
- 3) The time allowed for carrying out the work will be 03 Months (Contract Period).
- 4) The site for the work is available.
- 5) The intending bidder has to fill all the details such as Banker's name, Demand Draft/Fixed Deposit Receipt /Pay Order/ Banker's Cheque /Bank Guarantee number, amount and date.

I. **Cost of Bid Document (Non Refundable) – Cost of Bid documents Rs 590/- (Rs Five Hundred Ninety Only)** shall be deposited online in the Account of **AO (CASH),O/o GMTD BSNL, Raipur, A/C No. 1066002100026253 IFSC Code PUNB0106600 of PNB Station Road, Raipur** and transaction slip shall be uploaded in E-tendering website within the period of bid submission OR Demand Draft drawn in favour of **AO (CASH),O/o GMTD BSNL, Raipur** shall be scanned and uploaded to the E- tendering website within the period of bid submission and original should be deposited in office of Executive Engineer[E] till date and time of opening.

II. **Earnest Money of Rs 9754.00 (Rs Nine Thousand Seven Hundred Four Only)** shall be deposited online in the Account of **AO (CASH),O/o GMTD BSNL, Raipur, A/C No. 1066002100026253 IFSC Code PUNB0106600** of PNB Station Road, Raipur and transaction slip shall be uploaded in E-tendering website within the period of bid submission OR in Banker's Cheque / Deposit at Call Receipt of a scheduled bank / fixed deposit receipt of a scheduled bank / Demand draft / bank guarantee of a scheduled bank issued in favour of **A.O. (CASH), O/o GMTD BSNL Raipur**, shall be scanned and uploaded to the e tendering website within the period of bid submission and original should be deposited in office of Executive Engineer[E] till date of opening.

**Note:** Money due to contractor in any other work or earnest money of the previous call of the same work shall not be adjusted towards earnest money. The **Cost of bid document** and **Earnest Money** should be **submitted through separate instruments.**

- 6) Documentary proof of satisfying the eligibility conditions as per 1) above , copy of ELECTRICAL License, copy of PAN card , Copy of valid GST registration , copy of CA certificate for turnover, copy of EPF & ESI Registration certificate ( **all documents shall be self attested.**)
- 7) The bid document consisting of plans, Specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents, specification ,methodology of work including General Conditions Of Contract Form can be seen and downloaded from website [www.chhattisgarh.bsnl.co.in](http://www.chhattisgarh.bsnl.co.in) and <https://etenders.gov.in/> free of cost up to last date and time of online bid submission.
- 8) But the Bid can only be submitted after uploading the following scanned documents (all documents shall be self attested)–
  - a. Documentary proof of satisfying eligibility conditions as per 1) above.
  - b. Copy of Electrical License, Copy of PAN card, valid GST registration, CA certificate for turnover, EPF & ESI Registration certificate .
  - c. Demand draft of cost of tender documents..
  - d. EMD in prescribed form.
  - e. Undertaking for None of near relative, Undertaking-A (abide by EW-6&8), Undertaking for EPF & ESI provisions and Tender submission undertaking.
  - f. Any other documents as per Check list above.
- 9) Online bid documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit, Cost of Bid Document and other required documents uploaded in the **e-tendering website found in order** . Also the scanned uploaded eligibility conditions [As per 1) and other documents as above per Para '8) of bidders meet the criteria.
- 10) After submission of the bid online the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
- 11) While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.

- 12) The bid submitted shall become invalid and cost of bid & e-tender processing fees shall not be refunded if:
- (i) The bidder is found ineligible.
  - (ii) The bidder does not upload all the documents (including GST registration/ PAN No./ELECTRICAL License / CA Certificate for turnover / EPF & ESI Registration Certificate / Eligibility requirements and other documents as per check list) as stipulated in the bid document.
  - (iii) Any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.
- 13) Last Date of submission of on line bid on <https://etenders.gov.in/> is **17.01.2025 up to 3.00 PM.**
- 14) General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED are available on BSNL website [www.electrical.bsnl.co.in](http://www.electrical.bsnl.co.in) or <https://etenders.gov.in/> as well as in the Division Office. Tenderer shall quote his rates as per various terms and conditions of the said form
- 15) **The tender opening authority i.e. concern Executive Engineer [E] will check & tally all the uploaded scanned copies with the original documents , produced by L-1 Contractor , during scrutiny of tender documents at their end , before processing the tender/forwarding to higher office. The EE [E] will record a certificate in this regard in tender scrutiny note.**
- 16) The intending bidders must have Class-III digital signature to submit the bid.
- 17) On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheet.
- 18) Contractor can upload documents in the form of JPG format, PDF format and any other format as permissible by the e- tendering portal.
- 19) Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in yellow color and moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as “0”. Therefore if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as “0” {Zero}.
- 20) **Deviation if any in NIT will be given by the firm on its letter head duly signed & same shall be uploaded. In the absence of such letter it will be assumed that there are no deviations.**
- 21) The description of the work is as follows-“ *Supplying, Installation, Testing & Commissioning of 135 Nos. 1.5TR, 5-star Inverter type Split AC units for different CNTX-W equipment installed locations and upcoming MAAN equipment planned locations under BSNL Electrical Division, Raipur.(SH:-Wiring and Associated work of Split AC.)* Before e- tendering, the contractor shall inspect the site and fully acquaint himself about the condition with regard to accessibility of site and site nature and the extend of grounds, working condition, including stocking of materials, installation of T&P etc., and conditions affecting accommodation and movement of labour etc., required for the satisfactory execution of the contract. No claim whatsoever on such account shall be entertained by the BSNL in any circumstances.
- 22) Agreement shall be drawn with the successful Tenderer on prescribed Form No. **BSNL EW-6/8**, which is available on BSNL website <http://www.electrical.bsnl.co.in> Or <https://etenders.gov.in/>

Date fixed for opening of tender, if subsequently, is declared as holiday by the BSNL, then, in absence of such notification, the tender will be opened on next working day, time and venue remaining unaltered.

- 23) For redressed of any vigilance complaints, following officers may be contacted:

<b>DE(Vig.) o/o CGMT</b>	DE (Vig.)O/o CGMT Khamardih, Raipur (C.G.)	0771.2537400	0771.25366100
<b>Chief Engineer(E),BSNL Electrical Zone, Raipur</b>	O/o C.E.(E), BSNL Elect. Zone, 4 <sup>th</sup> floor, Auto Exchange, .G.E. Road,Raipur	0771.2433103	0771.2433104
<b>CGMT , CG CIRCLE</b>	O/o CGMT, Khamardih, Raipur(C.G.)	0771.2229555	0771.2229700

- 24) The Validity period of EMD must be 120 days, from the date of opening of tender.
- 25) The documents submitted by contractor should be self attested.
- 26) The EMD of all the unsuccessful tenderers shall be released on issue of award letter to the successful tenderer. This shall be done within one week of award letter.
- 27) The EMD of the successful tenderer will be returned to the contractor without interest only after submission of performance guarantee. The successful tenderer has to extend the validity of EMD as per BSNL requirements.
- 28) In case the eligibility credentials are found to be fake or falsified at any stage i.e. before award of work or during execution of the work or after completion of the work, the contractor will be debarred from tendering in BSNL for three years including any other action under the contract or existing law.
- 29) Exemption from payment of earnest money and security deposit by any other unit/ department shall not hold good for BSNL.
- 30) **Performance Guarantee:** The contractor is required to furnish performance guarantee for an amount equal to 5% of the contract value in the form of bank guarantee / CDR/FDR/DD (of a nationalized/ Scheduled Bank in a standard format) within two weeks from the date of issue of award letter. This period can be further extended by the Engineer-in-charge up to a maximum period of 2 weeks on written request of Contractor. The validity period of the performance security in the form of performance bank guarantee shall be 15 months from the date of award of work. The PBG shall be kept valid by the bidder up to 12 months from the actual date of completion of agreement. In case the bidder fails to deposit the said performance guarantee within the stipulated period, including the extended period if any, the Earnest Money deposited by the bidder shall be forfeited automatically without any notice to the bidder and the bidder will not be allowed to participate in the re tendering for the same work. **This performance guarantee shall be submitted in the Electrical Division in the name of Accounts officer (cash) O/o GMTD, Raipur.**

- 31) **Security deposit:**

A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum will amount to security deposit of 10% (i/c 5% PBG) of the Tendered value of the single agreement for supply and ITC portion.

**NOTE: The security deposit deducted during running bills (except 5% Performance Bank Guarantee (PBG)) shall be refunded after satisfactory completion of guarantee period.**

- 32) The acceptance of a tender will rest with the S.E.(E) Raipur who does not bind himself to accept the lowest tender or any other tender and reserves to himself the Authority to reject lowest or all the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected. **Tenders with any condition including that of conditional rebates shall be rejected forthwith summarily.**



- 33) Canvassing in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 34) The BSNL reserves itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
- 35) The tenderer should give a certificate that none of his/her relative is employed in BSNL units. In case of proprietorship firm, certificate will be given by the proprietor and for partnership firm certificate will be given by all the Directors of the company.
- i) Near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL. The near relatives for this purpose are defined as:
- a) Members of a Hindu Undivided family.
- b) They are husband and wife.
- c) The one is related to the other in the manner as father, mother, son(s) & son's wife(daughter-in-law), Daughter(s) & daughter's husband(son-in-law), brother(s) & brother's wife, sister(s) & sister's husband(brother -in-law).
- iii) The company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is(are) posted. The unit is defined as SSA/Circle/Chief Engineer/Chief Archt./Corporate office for non executive employees and all SSA in a circle including circle office/Chief Eng./Chief Archt./Corporate office for executive employees (including those called as Gazetted officers at present). The tenderer should give a certificate that none of his/her such near relative is working in the units as defined above where he is going to apply for tender/work, for proprietorship, Partnership firms and limited company certificate shall be given by the authorized signatory of the firm. Any breach of these conditions by the company or firm or any other person, the tender/work will be Cancelled and earnest money/performance guarantee will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.
- The format of the certificate to be given is,

***"I..... Son of Shri.....Resident of..... hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me".***

***(Seal of the firm)***

***( Signature of Contractor )***

- 36) No employee in BSNL/ Govt. of India is allowed to work as a contractor for a period of two years of his retirement from service without the prior permission. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission as aforesaid before submission of tender and engagement in the contractors service.
- 37) The tender for the works shall not be witnessed by the contractor who himself/themselves has/have tendered or who may and has/have tender for the same work. Failure to observe this condition would render tenders of the contractors tendering as witnessing the tender is/are liable for summarily rejection.
- 38) The tenders for the work shall remain open for acceptance for a period of 90 days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or makes any modification in the terms and conditions of the tender which is not acceptable to the BSNL shall, without prejudice to any other right of remedy be at liberty to forfeit 50% (fifty percent only) of the said earnest money absolutely.
- 39) **Extension of validity:** In case, where the letter of award of work cannot be placed within the validity period of the tender, the BSNL can request all tenderers to extend the validity of their respective tenders and the Earnest Money deposit by a reasonable period. In such cases, extension of validity of Earnest Money deposit by 30 days beyond the extended validity date of tender should also be asked for. While BSNL can make the request for extension, the tenderer is free to either extend the validity or refuse the request to extend the validity.

- 40) The contractor should read the tender documents carefully before submitting the tender.
- 41) The Notice Inviting Tender shall form part of the contract document, in accordance with clause-1 of the contract. The contract shall be deemed to have come into effect on issue of communication of acceptance of tender. On such communication of acceptance, the successful tenderer /contractor shall within 15 days from such date, formally sign the contract consisting of:-
- (a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender and as issued at the time of invitation of tenders and acceptance thereof together with any correspondence leading thereto.
- (b) Standard E.W.-8 Form.
- 45) The conditional tender or tenders with conditional rebate shall be summarily rejected.
- 46) The Tender documents shall not be sent through the Courier/Post. Tender documents received through Courier/post shall not be opened / considered at all.
- 47) All communication with the bidders shall be in writing. Fax / E-mail shall be covered under this category and considered as adequate means of communication.
- 48) **EPF PROVISIONS:-** The agency has to comply with the provisions of EPF and miscellaneous provisions Act-1952 and employees provident fund scheme-1952 as amended up to date in respect of labours/employees engaged by them for this work. Any consequence arising due to non-complying of provisions as specified above shall be the sole responsibility of the firm only. The agency shall give an undertaking to this effect as per the prescribed proforma (UNDERTAKING REGARDING EPF PROVISIONS)
- 49) **If any terms and conditions mentioned from P-1 to P-44 are in contravention to BSNL EW General Conditions of Contract 2010, the terms and conditions mentioned from P-1 to P-44 shall prevail.**
- 50) **TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR:**  
Without prejudice of any of the rights or remedies under this contract, if the contractor dies, the Engineer in charge on behalf of the BSNL shall have the option of terminating the contract without compensation to the contractor.
- 51) **INDULGING OF CONTRACTOR IN CRIMINAL/ANTISOCIAL ACTIVITIES AND CASES UNDER INVESTIGATION / CHARGE SHEETED BY CBI OR ANY OTHER GOVERNMENT AGENCIES ETC.**  
If the CBI / Independent External Monitor (IEM) / Income Tax/ Sales Tax/Central Excise/Custom Department recommend such a course- Action will be taken as per the directions of CBI or concerned department.

EXECUTIVE ENGINEER (ELECT.)  
BSNL Electrical Division,  
RAIPUR  
**Phone- 0771-2430072 , Fax- 2432474**

**COPY TO:**

01. The GMBA, Raipur.
02. The Superintending Engineer (E), O/o CE(E) BSNL Electrical Zone, Raipur.
03. The Executive Engineer (E), BSNL Electrical Division, Bilaspur.
04. The Sub Divisional Engineer (E), BSNL Electrical Sub Division Jagdalpur.
05. The Accounts Officer, BSNL Electrical Division, Raipur.
06. The All Contractors.

EXECUTIVE ENGINEER (ELECT.)

## **Tender Information & E Tender information to bidder**

### **PART- B---- E-tendering Instructions to Bidders**

#### **General**

These Special Instructions (for e-Tendering) supplement ‘Tender Information’, as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting Electronic tendering, BSNL Chhattisgarh Circle has decided to use the Portal (<https://etenders.gov.in/>) through Central Public Procurement Portal, Government of India. Benefits to Suppliers are outlined on the Home-page of the portal.

#### **1. Broad outline of activities on e-tender portal from Bidders prospective**

- a) Procure a Digital Signing Certificate (DSC)
- b) Register on Central Public Procurement Portal (CPPP)
- c) Create Users and assign roles on CPPP
- d) View Notice Inviting Tender (NIT) on CPPP
- e) Download Official Copy of Tender Documents from CPPP
- f) Bid-Submission on CPPP: Prepare & arrange all document/paper for submission of bid online and offline.
- g) Submission of offline documents in sealed envelope to O/o Executive Engineer [E] BSNL Electrical Division, Raipur on or before due date & time.
- h) Please take care to scan documents that total size of documents, to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
- i) Utmost care may be taken to name the file/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:

File name	Allowed or not allowed in CPPP	Reason for allowed /Not allowed
QA Certificate	Not allowed	Space in between words /Characters not allowed.
QA Certificate(1)	Not allowed	Special characters not allowed
QA_Certificate	Allowed	Underscore allowed between Words /characters
QACertificate	Allowed	Upper & lower cases allowed

j) It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. Price schedule (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of documents (Preferably below 50 MB) may be checked

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the CPPP.

#### **3. Digital Certificates**

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

#### **4. Registration**

To use the Central Public Procurement Portal (<https://etenders.gov.in/>) Vendor need to register on the portal. The vendor should visit the home-page of the CPPP portal (<https://etenders.gov.in/>) and go to the e-procure link then select Bidders Manual Kit.

Note: Please contact NIC Helpdesk (as given below), to get your registration accepted/activated

<b>NIC Helpdesk</b>
<b>Telephone 0120-4200462, 4001002, 400100</b>
<b>E-mail ID <a href="mailto:cppp-nic@nic.in">cppp-nic@nic.in</a> [Please mark CC: <a href="mailto:support-nic@ncode.in">support-nic@ncode.in</a>]</b>

### 5. Bid related Information

Bidders should refer to User Manual for SO (Supplier Organization) in USER GUIDANCE on <https://etenders.gov.in/>. Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/ server and will be bidder's responsibility only.

In case the files are non-extractable or illegible otherwise, then the bidder's authorized Representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence.

If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

**NOTE 2:** In case any discrepancy between information entered by bidder in the electronic form/template and that as per the supporting document uploaded, then information as per uploaded supporting documents shall prevail over the information in the electronic form/template.

### 6. Offline Submissions:

The bidder is requested to submit the following documents offline to O/o Executive Engineer [E] BSNL Electrical Division, Raipur on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- 1) EMD – Bid security (in original )
- 2) DD/ Banker's cheque of Tender fee i.e. cost of Tender documents (in original).

### 7. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://etenders.gov.in/>), and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal. The help information provided through 'CPPP User-Guidance Center' is available in three categories –Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP. The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

- i) Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender
- ii) Submission deadline on CPPP.
- ii) Register your organization on CPPP well in advance of your first tender submission deadline on CPPP.
- iii) Get your organization's concerned executives trained on CPPP using online training module well in advance of your tender submission deadline on CPPP.
- iv) Submit your bids well in advance of tender submission deadline on CPPP (BSNL should not be responsible any problem arising out of internet connectivity issues).

- (A) Tender for the work of:- *Supplying, Installation, Testing & Commissioning of 135 Nos. 1.5TR, 5-star Inverter type Split AC units for different CNTX-W equipment installed locations and upcoming MAAN equipment planned locations under BSNL Electrical Division, Raipur.(SH:-Wiring and Associated work of Split AC.)*
- (B) Name of Contractor/ Firm - .....

**TENDER**

1. I /we have read and examined the notice inviting tender, schedules, Specifications applicable , Drawings & Designs, General Rules and Directions, Conditions of contract, clauses of contract , Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.
2. I/We hereby tender for the execution of the work specified for the BSNL within the time specified, schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions and other documents and rules referred to in the conditions of contract and all other contents in the tender document for the work.
- 3.I/We agree to keep the tender open for ninety (90) days from the due date of submission thereof and not to make any modifications in its terms and conditions.
4. A sum of **Rs 9754.00** is hereby forwarded in the form of Deposit at call receipt/FDR//Bank guarantee of a Nationalized/Scheduled Bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period I/We agree that the said BSNL shall without prejudice to any other right or remedy, amount of EMD with reference to estimated amount will be forfeited. Further if I/ We fail to commence work as specified , I/ We agree that the said BSNL shall without prejudice to any other right or remedy, be at liberty to forfeit the amount of EMD with reference to estimated amount and performance guaranty absolutely and the same may at the option of the competent authority on behalf of BSNL be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.
- 5.Should this tender be accepted, I/We agree to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered upto maximum of percentage mentioned in clause 12.3 of the tender form and those in excess of that limit at rates to be determined in accordance with provisions contained in clause 12.2.
- 6.I/we agree to furnish to BSNL Deposit at call receipt/FDR/ Bank guarantee of a Nationalized/ Scheduled Bank for an amount equal to 5% of the contract value in a standard format within two weeks from the date of issue of letter of Acceptance. I/We agree to keep the performance bank guarantee valid as per the terms of the NIT.
- 7.I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety or interest of BSNL.

(Signature of Contractor)  
 Dated \_\_\_\_\_  
 Seal of Contractor

Signature of Witness:  
 ( required in the case of contractor’s thumb impression is given by the contractor in place of signature )  
 Name of Witness:  
 Address:  
 Occupation:

**ACCEPTANCE**

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the BSNL for a sum of RS. \_\_\_\_\_

(Rupees \_\_\_\_\_)the letter

referred to below shall form part of this contract Agreement:-

a)  
 b)  
 c) Signature \_\_\_\_\_  
 For & on behalf of the BSNL  
 Dated \_\_\_\_\_ Designation \_\_\_\_\_

## MODIFICATIONS TO NEW BSNL EW 8

Sl No.	Reference	No.	New EW 8	To be read as
	Para 2 of "Tender"		I/We hereby tender for the execution of the work specified for BSNL within the time specified, schedule of quantities and in accordance...	I/We hereby tender for the execution of the work specified for BSNL within the time specified, as per the schedule of quantities and in accordance...
	Para 2 of "General Rules and Directions"		...and the amount of performance guarantee to be deposited by the successful tenderer(s).	...and the amount of performance guarantee to be deposited by the successful tenderer(s), and the amount of Security Deposit to be deducted from the bills.
	Para 14© of "General Rules and Directions".		<p>For the purpose of evaluation of financial Bid, composite price inclusive of all taxes and levies will be considered.</p> <p><input type="checkbox"/><input type="checkbox"/>The unit wise cost /break up is necessary for the purposes of information and Verification of composite price so quoted by the contractor/supplier.</p> <p><input type="checkbox"/><input type="checkbox"/>The contractor supplier shall submit to BSNL documents /proof of payment of all taxes /levies alongwith exemption certificate if any ,to avail <b>CENVAT</b> benefits by BSNL</p> <p><input type="checkbox"/><input type="checkbox"/>However the evaluation and comparison of respective bids shall be done on the basis of net cost to BSNL on the prices of the goods offered inclusive of duties and taxes (but –excluding <b>CENVAT</b>-able duties and taxes) <b>sales tax</b>, packing, forwarding ,freight and insurance charges as per existing BSNL policies.</p>	<ul style="list-style-type: none"> <li>• The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices offered inclusive of duties and taxes (but excluding <b>CENVAT</b> – able duties &amp; taxes), <b>GST</b>, packing, forwarding, freight and insurance charges etc., as indicated in the price schedule.</li> <li>• Vendors should furnish the correct E.D. / Customs tariff Head in the price schedule. If the credit for the Duties and Taxes under <b>CENVAT</b> credit rules, 2004 is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.</li> <li>• In case the Duties &amp; Taxes which are non <b>CENVAT</b> – able as per the quotes indicated in the price schedule by the vendors and subsequently at any stage it is found that Credit for such Duties &amp; Taxes is admissible as per <b>CENVAT</b> Credit Rules, 2004, then the vendors will be liable to refund the amount equivalent to such Duties &amp; Taxes if already paid to them. However, BSNL may allow the supplier to submit necessary documents in this regard which may enable BSNL to avail the <b>CENVAT</b> credit provided such credit is still available for the amount so paid as per <b>CENVAT</b> Credit Rules 2004.</li> <li>• BSNL reserves the right to ask the bidders to submit documentary proof confirming the correct Tariff Head from the E.D. / Customs authority where the Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with E.D. / Customs Tariff notifications.</li> <li>• If the supplier fails to furnish necessary supporting documents i.e. Excise / Customs invoices etc. in respect of the Duties / Taxes which are Cenvatable, the amount pertaining to such Duties / Taxes will be deducted from the payment due to the firm.</li> <li>• Invoice shall clearly indicate break up details of composite price i.e. Basic, <b>GST</b>, any other Duties and Taxes, Freight / Packing Charges, etc.</li> </ul>
	Para 25 of "General Rules and Directions".		Does not exist	Agency has to observe all the labour rules & regulation in force. Agency shall be fully responsible for any violation observed at any time.
	Para 26 of "General Rules and Directions".		Does not exist	<p><b>Bye laws Indemnity against liabilities</b></p> <ul style="list-style-type: none"> <li>• The contractor shall comply with all by laws and regulations of the local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fees and other charges and giving and receiving all necessary notices and keep the</li> </ul>

			<p>Engineer –in-charge informed about the notices issued and received.</p> <ul style="list-style-type: none"> <li>The contractor shall indemnify the department against all claims in respect of patent rights design, trademark or name of other protected rights in respect of any plant, machine, work or materials used for or in connection with the works or temporary works and from and against all claims demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. The contractor shall defend all actions arising from such claims and shall himself pay all royalties, License fees, damages , costs and charges of all and every sort that may be legally incurred in respect hereof shall be borne by the contractor.</li> <li>All liabilities / penal recoveries on matters arising out of tax/excise /levies such as incorrect deductions discrepancies in the filing of returns, revised assessments by the concerned authorities etc., shall be borne by the contractor.</li> </ul>										
	Para 27 of “General Rules and Directions”	Does not Exist	<p><b>Currency of contract:</b> Rates quoted by the contractor shall be firm and shall be valid for the currency of contract. No cost escalation shall be permitted during the currency of contract.</p>										
	Para 8.1 of “Conditions of Contract”	<p>For rate contracts of Electrical Installation, Air Conditioning, Engine Alternator, Sub Station and Fire Detection works, work/quantities of item of works can be split amongst the lowest of three agencies who agree to the rates decided by BSNL in respect of 1st lowest in the following manner:-</p> <p>a) If the work stands distributed between the first three lowest tenderers, the proportion of work distributed shall be as below:- 50% to the lowest tenderer and remaining quantities to other two tenderers in INVERSE RATIO of their Evaluated price.</p> <p>b) In case it is decided to split the work amongst the first two lowest firms, the proportion of work distribution shall be as follows: i) 70% to the first lowest tenderer. ii) 30% to the second lowest tenderer. In case the tenderers other than lowest tenderer does not agree to match the rates of L1 then 100% works shall be awarded to the lowest tenderer.</p>	<p>For rate contracts of Electrical Installation, Air Conditioning, Engine Alternator, Sub Station and Fire Detection works, work/quantities of item of works can be split amongst the lowest agencies who agree to the rates decided by BSNL in respect of 1<sup>st</sup> lowest in the following manner:-</p> <table border="1"> <thead> <tr> <th>Number of Bidders in whom the order is proposed to be placed</th> <th>Distribution of Quantity</th> </tr> </thead> <tbody> <tr> <td>2 (two)</td> <td><del>L1 shall be given 70% L2 shall be given 30%</del></td> </tr> <tr> <td>3 (three)</td> <td><del>L1 shall be given 50%. Remaining quantities to other selected bidders in INVERSE RATIO of the evaluated price.</del></td> </tr> <tr> <td>4 (four)</td> <td><del>L1 shall be given 40%. Remaining quantities to other selected bidders in INVERSE RATIO of the evaluated price.</del></td> </tr> <tr> <td>5 (five)</td> <td><del>L1 shall be given 30%. Remaining quantities to other selected bidders in INVERSE RATIO of the evaluated price.</del></td> </tr> </tbody> </table> <p>In case lowest evaluated price (L1) is not accepted by other bidders BSNL reserves the right to award the entire quantity under this tender on the bidder(s) with lowest evaluated price.</p>	Number of Bidders in whom the order is proposed to be placed	Distribution of Quantity	2 (two)	<del>L1 shall be given 70% L2 shall be given 30%</del>	3 (three)	<del>L1 shall be given 50%. Remaining quantities to other selected bidders in INVERSE RATIO of the evaluated price.</del>	4 (four)	<del>L1 shall be given 40%. Remaining quantities to other selected bidders in INVERSE RATIO of the evaluated price.</del>	5 (five)	<del>L1 shall be given 30%. Remaining quantities to other selected bidders in INVERSE RATIO of the evaluated price.</del>
Number of Bidders in whom the order is proposed to be placed	Distribution of Quantity												
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5 (five)	<del>L1 shall be given 30%. Remaining quantities to other selected bidders in INVERSE RATIO of the evaluated price.</del>												
	Clause 7.3 of “Clauses of Contract”	<p>Payment to the contractors for Air Conditioning, Engine Alternator, Sub Station, Lifts, fire detection, fire fighting and other specialised items, during progress of work, will be regulated as below :-</p> <p>a) 80% of prorata of the approved price breakup of contract value on receipt of equipment at site and after satisfactory physical inspection.</p> <p>b) 10% of prorata of the approved price breakup of contract value after successful installation of equipment.</p> <p>c) 5% of the approved contract value after successful completion of Initial acceptance testing.</p>	<p><b>Deleted</b></p>										

		<p>d) 5% of the approved contract value after successful completion of the final acceptance testing.</p> <p>e) For the works where A/T is not applicable e.g. for substation, lift, fire fighting etc.</p> <p>5% of the approved contract value shall be released after clearance by Electrical inspector/ lift inspector/ Fire officer respectively.</p>	
		Does not Exist	<p style="text-align: center;"><b>Annexure I</b> <b>MODEL FORM OF BANK GUARANTEE</b> <b>(for submitting EMD)</b></p> <p>Whereas _____ (hereinafter called "the contractor(s)") has submitted its Tender dated _____ for the work _____ _____</p> <p>KNOW ALL MEN by these presents that WE _____ OF _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ (hereinafter called "the BSNL") in the sum of _____ for which payment will and truly to be made of the said BSNL, the Bank binds itself, its successors and assigns by these presents.</p> <p style="text-align: center;">THE CONDITIONS of the obligation are:</p> <ol style="list-style-type: none"> <li>1. If the Contractor(s) withdraws its Tender during the period of Tender validity specified on the Tender Form: or</li> <li>2. If the Contractor(s) having been notified of the acceptance of its Tender by the BSNL during the period of Tender validity. <ol style="list-style-type: none"> <li>(a) Fails or refuses to execute the Contract.</li> <li>(b) Fails or refuses to furnish security Deposit in accordance with the conditions of Tender document.</li> </ol> </li> </ol> <p>We undertake to pay to the BSNL up to the above amount upon receipt of its first written demand, without the BSNL having to substantiate its demand, provided that in its demand, the BSNL will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.</p> <p>This guarantee will remain in force as specified in the Tender Document up to and including Thirty (30) days after the period of the Tender validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.</p> <p>Signature of the Bank</p> <p>Signature of the Witness Name of Witness</p> <p>Address of Witness:</p>



Does not exist

**ANNEXURE II  
PERFORMANCE SECURITY GUARANTEE BOND**

In consideration of the CMD, BSNL (hereinafter called 'BSNL') having agreed to exempt \_\_\_\_\_ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/Advance Purchase Order No \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ ( hereinafter refer to as "the bank") at the request of \_\_\_\_\_ (contractor(s)) do hereby undertake to pay to the BSNL an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by BSNL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_.

3. We under take to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ (office/Department) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO/TWO AND HALF/THREE YEARS (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) \_\_\_\_\_ further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).

7. We (name of the bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_ (indicate the name of bank)

## **DECLARATION BY TENDERER**

**(No near relative)**

(To be signed by all Contractor)

Sub : Participation of near relatives of the BSNL employee in the Tender /  
Execution of works in BSNL Units.

Ref : Lt. No. 151-08/2002/0 & M / 38 dated : 11-09-2002 from O & M Cell , New Delhi.

(a) To be signed by Proprietor in case of proprietorship firm.

(b) To be signed by all partners in case of partnership firm.

(c) To be signed by all the directors in case of a company.

M/s \_\_\_\_\_

S/o \_\_\_\_\_

R/o \_\_\_\_\_

hereby certify that none of my relatives(s) as defined in the tender document is / are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false / incorrect, BSNL shall have absolute right to take any action as deemed fit / without any prior information to me.

Place :

Date :

SIGNATURE OF CONTRACTOR

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### **UNDERTAKING REGARDING EPF & ESI PROVISIONS**

"I.....Son of.....

.....Resident of.....  
..... hereby give an undertaking that

- I/ We have registered as per the EPF and Miscellaneous provisions Act, 1952 and our registration no is ----- . We undertake to keep it valid during the currency of contract.
  
- I/ We have registered as per the ESI regulation and our registration no is ----- . We undertake to keep it valid during the currency of contract.

In case at any stage, it is found that the information given by me is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me".

(Seal of the firm)

(Dated Signature of Contractor)

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### **UNDERTAKING A** **TO ABIDE BY EW6 & EW8**

"I.....Son of.....

.....Resident of.....

..... hereby give an undertaking that I have read and I am aware of all the clauses and sub clauses of BSNL EW 6 & 8 forms and I confirm that I will abide by all the terms and conditions available in original standard BSNL EW 6 & 8 forms.

(Seal of the firm)

(Dated Signature of Contractor)

## TENDER SUBMISSION UNDERTAKING

Date: \_\_\_\_\_

To,  
\_\_\_\_\_

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: \_\_\_\_\_

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
  
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/We shall abide hereby unconditionally the terms /conditions/clauses/undertakings contained therein.
  
3. I / We do hereby undertake to have gone through all the terms & conditions / clauses of the tender documents including Form EW-6, EW-8 being adopted by the BHARAT SANCHAR NIGAM LIMITED (Electrical Wing) & agree to abide by the same.
  
4. The corrigendum(s) issued from time to time by your department/organizations too have also been taken into consideration, while submitting this acceptance letter.
  
5. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality/entirety.
  
6. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely along with taking action as per other remedies available under law.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

## **GENERAL RULES AND DIRECTIONS**

1. All works proposed for execution by contractor will be notified in a form of invitation to tender displayed on Notice Board in select BSNL offices and signed by the officer inviting tender or by publication in News papers/internet (designated web page) as the case may be.
2. This form will state the work to be carried out, as well as the date of submitting and opening tenders and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of performance guarantee to be deposited by the successful tenderer(s). Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the Officer inviting tender shall also be open for inspection by the contractor at the office of Officer inviting tender during office hours.
3. In the event of the tender being submitted by a firm it must be signed by the authorized signatory.
4. Receipts for payments made on account of work when executed by a firm, must also be signed by authorized signatory.
5. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any conditional rebates will be summarily rejected. However, tenders with unconditional rebate will be acceptable. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tenders shall have the name and number of the works to which they refer written on the envelopes. The rates(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.
6. The Officer inviting tender or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same without any interest.
7. The officer inviting tenders shall have the right of rejecting all or any of the tenders, and, will not be bound to accept the lowest or any other tender.
8. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Officer inviting tender and the contractors shall be responsible for seeing that he procures a receipt signed by the concerned Accounts Officer.
9. The memorandum of work tendered for and the schedule of materials to be supplied by BSNL shall be filled and completed in the office of the Officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
10. The tenderer shall sign a declaration under the officials Secret Act, 1923 for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.
11. Rates quoted by the Contractor in the tender both in figures and words shall be accurately filled-in so that there is no discrepancy in the rates written in figures & words. However, if a discrepancy is found the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written in either in figures or words then the rates quoted by the contractor in words shall be taken as correct. Where the

rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.

12. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and words. In case of figures, the word 'Rs.' Should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs.2.15 P' and in case of words, the word, ' Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
13. The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
14. Other agencies will also simultaneously execute the works like horticulture, external services, installation of telephone exchange equipment and other building works for the same project along with this work in particular. The contractor shall afford necessary facilities for the same. No claim in the matter shall be entertained.
15. Some restrictions may be imposed by the security staff etc on the working and/or movement of labour, material etc. The contractor shall be bound to follow all such restrictions /instructions and nothing extra shall be payable on this account.
16. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer-in-charge may in his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
17. Agency has to observe all labour rules and regulations in force. Agency shall be fully responsible for any violation observed at any time.
18. Bye laws Indemnity against liabilities
  - The contractor shall comply with all by laws and regulations of the local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fees and other charges and giving and receiving all necessary notices and keep the Engineer –in-charge informed about the notices issued and received.
  - The contractor shall indemnify the department against all claims in respect of patent rights design, trademark or name of other protected rights in respect of any plant, machine, work or materials used for or in connection with the works or temporary works and from and against all claims demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. The contractor shall defend all actions arising from such claims and shall himself pay all royalties, License fees, damages , costs and charges of all and every sort that may be legally incurred in respect hereof shall be borne by the contractor.
  - All liabilities / penal recoveries on matters arising out of tax/**GST** /levies such as incorrect deductions discrepancies in the filing of returns, revised assessments by the concerned authorities etc, shall be borne by the contractor.
19. Rates quoted by the contractor shall be firm and shall be valid for the currency of contract. No cost escalation shall be permitted during the currency of contract.

## SCHEDULE "D"

### **“IMPORTANT NOTE & ADDITIONAL CONDITIONS FOR CONTRACTORS”**

The firm shall read carefully the following conditions and shall quote accordingly confirming all the points in their offer.

#### **1. TAXES AND DUTIES:**

GST , work contract tax, purchase tax, turnover tax, labour Cess or any Tax applicable in respect of this contract as applicable shall be borne by the bidder himself .The bidder shall quote his rates considering all such taxes .The TDS as per the government regulation will be recovered from the contract.

#### **2. EPF and ESI CONDITIONS: -**

The bill of Contractor shall accompany the following documents: -

- (i) The contractor must submit the list showing the details of Labours / Employees engaged.
- (ii) Duration of their engagement.
- (iii) The amount of wages paid to such Labours / Employees for the duration in question.
- (iv) Amount of EPF & ESI contribution on (Both Employers and Employees contribution) for the duration of engagement in question, paid to EPF AND ESI authority.
- (v) Copies of authenticated documents of payments of such contributions to EPF & ESI authority
- (vi) A declaration from the contractor regarding compliance of conditions of EPF Act 1952 amended up to date And ESI regulation.

#### **3. Increase / Decrease in tender quantity :**

- a) BSNL will have the right to increase or decrease up to 25% of the contract value depending upon the requirement of goods and services specified in the schedule of items without any change in the unit price or other terms and conditions at the time of award of contract.
- (b) In exceptional situations where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing tenders, the purchaser reserves the right to place repeat order up to 50% of the quantities of goods and services contained in the running tender / contract within a period of Nine months from date of award of work at the same rate or a rate negotiated (downwardly) with the existing tenders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

#### **4. Tender Evaluation**

- a) The evaluation and comparison of responsive bids shall be done on the basis of **Net cost to BSNL, Amount excluding GST, But including freight etc and Discount offered if any, as indicated in the price schedule** .The bid with lowest cost as elaborated above will be the L-I Bidder.
- b) The vendor should furnish the correct GST Tariff Head in the price schedule if the Input tax credit , for GST paid under GST Act , is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head / Non compliance of GST Act , then the vendor will be liable to refund such non admissible amount, if already paid, along with penalty if charged by the concerned authority .
- c) BSNL reserve the right to ask the bidders to submit documentary proof to confirming the correct Tariff Head for GST where the Tariff Head furnished against the particular tendered item by different bidder differs from each other or the same is found apparently not furnished in accordance with GST Tariff notification.
- d) Invoice shall clearly indicates break up details of composite price i.e. basic ,GST ,freight ,Packing charges etc.

5. However pursuant to the Constitution (Forty Sixth amendment) Act 1982, if any further Tax or levy is imposed by Statute after the date of receipt of tenders and the contractor(s) thereupon necessarily and properly pays taxes or levies the contractor(s) shall be reimbursed the amount so paid provided such payment if any is not in the opinion of S.E.(E) (whose decision shall be final and binding) attributable to delay in execution of work within the control of the contractor(s).
6. In case of statutory variation in regard to GST rate ,only in respect of package ac units, ea sets and lifts ,within stipulated date of completion of individual agreement ,the same shall be paid or recovered as per the actual against documentary proof. However beyond this period BSNL will take advantage of any duty reduction but will not pay extra on account of duty increased. Price adjustment provision on account of change in TAX shall not apply in respect of equipments/components of equipments/materials other then package ac units, ea sets, lifts. The bidder shall keep necessary books of account and other documents for the purpose of this condition as may be necessary and shall allow inspection of same by a duly authorized representative of BSNL and further shall furnish such other information / document as Engineer In charge may required.
7. The contractor shall, within a period of 30 days of imposition of any further tax or levy in pursuant to the constitution of [forty sixth amendment] act 1982, give a written notice thereof to Engineer In charge that same is given pursuant to this condition, together with all necessary information relating thereto.
8. The agreement shall be signed between the firm and Executive Engineer (E) BSNL Electrical Division...Raipur ..., within a fortnight from the date of approval.
9. Firm has option to deposit Earnest Money in form of Bank Guarantee for work in BSNL's attached format and manner (Annexure – I)

**MODEL FORM OF BANK GUARANTEE  
( for submitting EMD)**

Whereas \_\_\_\_\_ (hereinafter called “the contractor(s)”) has submitted its Tender dated \_\_\_\_\_ for the work \_\_\_\_\_;

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KNOW ALL MEN by these presents that WE \_\_\_\_\_ OF \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called “the Bank”) are bound unto \_\_\_\_\_ (hereinafter called “the BSNL”) in the sum of \_\_\_\_\_ for which payment will and truly to be made of the said BSNL, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

1. If the Contractor(s) withdraws its Tender during the period of Tender validity specified on the Tender Form: or
2. If the Contractor(s) having been notified of the acceptance of its Tender by the BSNL during the period of Tender validity.
  - (a) Fails or refuses to execute the Contract.
  - (b) Fails or refuses to furnish security Deposit in accordance with the conditions of Tender document.

We undertake to pay to the BSNL up to the above amount upon receipt of its first written demand, without the BSNL having to substantiate its demand, provided that in its demand, the BSNL will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in the Tender Document up to and including Thirty (30) days after the period of the Tender validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank

Signature of the Witness  
Name of Witness

Address of Witness:



**ANNEXURE II**

**PERFORMANCE SECURITY GUARANTEE BOND**

1. In consideration of the CMD, BSNL (hereinafter called 'BSNL') having agreed to exempt \_\_\_\_\_ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/Advance Purchase Order No \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ ( hereinafter refer to as "the bank") at the request of \_\_\_\_\_ (contractor(s)) do hereby undertake to pay to the BSNL an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by BSNL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_.
3. We under take to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
4. We( name of the bank)\_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_(office/Department) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO/TWO AND HALF/THREE YEARS (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.
5. We (name of the bank)\_\_\_\_\_ further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).
7. We (name of the bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_  
for \_\_\_\_\_

(Indicate the name of bank)

# **BSNL EW**

# **PROFORMA OF SCHEDULES**

(Operative Schedules to be supplied separately to each intending tenderer)

## **SCHEDULE 'A'**

Schedule of quantities

Attached

## **SCHEDULE 'B'**

Schedule of materials to be issued to the contractor

NIL

## **SCHEDULE 'C'**

Tools and plants to be hired to the contractor

NIL

## **SCHEDULE 'D'**

Extra schedule for specific requirements /documents for the work, if any.

Attached

## **SCHEDULE 'E'**

Schedule of components of Materials, Labour etc. for escalation -

NIL

## **SCHEDULE 'F'**

Reference to General Conditions of contract.

Attached

<b>Name of work:</b>	<i>Supplying, Installation, Testing &amp; Commissioning of 135 Nos. 1.5TR, 5-star Inverter type Split AC units for different CNTX-W equipment installed locations and upcoming MAAN equipment planned locations under BSNL Electrical Division, Raipur.(SH:-Wiring and Associated work of Split AC.)</i>
<b>Estimated cost of work:</b>	<b>Rs 487718.00</b>
<b>Earnest money:</b>	<b>Rs 9754.00</b>
<b>Performance Guarantee</b>	(5% of the Total Contract Value)
<b>Security Deposit</b>	10% of Gross Amount i/c 5% performance guarantee

## **GENERAL RULES And Direction**

Officer inviting tender

EXECUTIVE ENGINEER BSNL ELECTRICAL DN, Raipur

### **Definitions**

2(v) Engineer-in-Charge

EXECUTIVE ENGINEER (E) BSNL ED, **RAIPUR**

2(vi) Accepting Authority

S.E. (E) BSNL ELECTRICAL Zone, RAIPUR.

2(x) Percentage on cost of materials and labour to cover all overheads and profits

10%(TEN)

## **CLAUSE 5**

Time allowed for execution

**03 Months (Contract Period)**

Authority to give fair and reasonable extension of Time for completion of work

E. E. (E), BSNL Electrical Division, Raipur.

Competent Authority for Deciding reduced rates

E.E. (E), BSNL Electrical Division, Raipur.

## **CLAUSE 10 CC**

NOT APPLICABLE

CLAUSE-12 12.2(iii) Schedule of rates for determining rates for additional, altered or substituted items that cannot be determined under 12.2(i) and (ii)	+ / - the percentage over the estimated rate entered in the schedule of the rates
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### **Clause 25**

Competent authority for conciliation:

S.E. (E) not in-charge of the work

## Schedule of work

**Name of Work : Supplying, Installation, Testing & Commissioning of 135 Nos. 1.5TR, 5-star Inverter type Split AC units for different CNTX-W equipment installed locations and upcoming MAAN equipment planned locations under BSNL Electrical Division, Raipur.(SH:-Wiring and Associated work of Split AC.)**

Sl. No	Description of Item	Qty (Nos.)		Including Freight, Insurance, Packing and forwarding but exclusive of all	Goods & Service Tax (GST)				Discount offered (if any)/ UNIT	inclusive of all GST and freight etc less Discount offered if any excluding GST	But including freight etc and Discount offered if any	Total amount	inclusive of all GST and freight etc. - Discount offered if any (Calculated BSNL amount excluding GST, But including freight etc and Discount offered if any.						
					Rs.	%	Rs.							Rs.	Rs.	Rs.	Rs.	Rs.	
					4	Total GST % rate	a	b						c	5=(a+b+c)	6	7	8	9
SGST	CGST	IGST	Total GST Amount																
1	SITC of the WADERS Multipurpose Digital Air Conditioner Timer Relay - TMR110-2 A.Cs, in the New 8-way single phase DB suitable for ON/OFF operation of Split AC i/c providing of one no 32 A TPN MCB, connections, testing and commissioning, etc complete as required.	40	Nos																
2	Supplying and fixing DP sheet steel enclosure on surface/ recess along with 25/32amps 240 volts "C" curve DP MCB complete with connections, testing and commissioning etc. as required.	135	Nos																
3	Supplying and laying 3-core 2.5 sqmm PVC insulated and PVC sheathed flexible round copper cable along with refrigerant pipe or along with existing conduit / cable tray i/c binding with plastic tags for extending supply from existing industrial socket/DP MCB to indoor unit etc, as required . (Make: any ISI mark )	650	Mtr																

4	Supplying and laying 3-core 4 sqmm PVC insulated and PVC sheathed flexible round copper cable along with existing conduit/cable tray i/c binding with plastic tags for extending supply from existing industrial socket/DP MCB to indoor unit etc, as required . (Make: any ISI mark )	200	MT R											
	Total													

Executive Engineer(E)  
BSNL Electrical Division, Raipur

## TECHNICAL SPECIFICATIONS

1. The work shall be done as per current C.P.W.D. specifications for electrical works and Indian Electricity Rules as amended from time to time.
2. The work shall be supervised by a qualified Engineer as provided in C.P.W.D. Manual.
3. The layout of the work will be given by the Engineer-in-charge or his duly authorized representative at site of work.
4. The following wiring shall be done on separate circuits.
  - i. Power plug wiring.
  - ii. Light & fan point wiring.
  - iii. Emergency light point wiring to be fed from battery.
  - iv. Fire detectors.
5. The earthing sets shall be provided in the presence of the Engineer-in-charge or his authorized representatives.
6. The tenderer should submit the sealed samples of materials to be used on work along with the tender. The samples of the successful tenderer will be retained by the Engineer-in-charge while the samples of other will be returned after the tender is decided. Unapproved materials, if used on the work shall have to be removed immediately at the cost and risk of the contractor.
7. The contractor will have to submit the following tests at his cost and intimate test results before final bills are paid. Nothing extra will be paid to him on this account.
  - i. Earth test.
  - ii. Polarity test.
  - iii. Insulation test.
  - iv. Earth continuity test of the conduit pipes.
8. Any damage done to the building by the contractor during the execution of work shall have to be made good at his own cost and risk. If he does not do it himself within a reasonable time determined by the Executive Engineer (E) then the same will be done at his risk by the department after giving notice to him.
9. At the time of laying conduit pipe in the slab/wall in recess the contractor will keep fish wire of 14 SWG wire throughout conduit pipe and will have to take special care so that the conduit is not passed through air-conditioning ducts, grills, columns, beams etc. If any such necessity of foreseen special written permission of Executive Engineer (E) will be obtained before such work is carried out. In case of failure the contractor will not be paid on this account. The successful tenderer should recess the conduit in the sails before they are plastered and in collaboration with the building progress of the work. Any damage done will have to be made good at the cost of the contractor. The conduit pipe should be mechanically and electrically continuous.
10. All M.S. boxes for switches plugs and regulators etc. should be provided with 3mm. thick synthetic phenolic bounded laminated sheet columns.
11. The various circuits wiring at various places shall be kept minimum by taking the runs on walls where crossing of columns is not necessary. This has to be decided before the casting of slab so that unnecessary lengths of conduits are not laid therein.
12. All the main distribution boards panel, sub-main board and sub-distribution boards and their complete fittings shall be sign written clearly indicating the number of distribution board the type of load it is serving the number of circuits contained in the type of load it is serving and the number of circuits contained. In the distribution box. Details of the recess fed from the particular distribution box shall be pasted in a tabular form on the resource of the cover of distribution box.
13. Underground cables of 1 KV grade should be subjected to pressure insulation tests before and after laying the same cost of all repairs and replacements and all extra work of removal and relaying will have to be made good by the contractor at his own cost & risk.

14. The contractor shall have to use metal clad switches and metal clad distribution of specified categories as given below unless otherwise specified.
15. Termination of all connections on main board and sub-main distribution board will be done by crimping and nothing extra will be paid on this account.
16. Inter connections on the main board and sub-main boards will be done by solid copper conductor with PVC sheathing/copper conductor cable.
17. All instruments shall be arranged by the contractor, Departmental instruments may also be issued if available at @ Rs.100 per day per instrument.
18. Unless otherwise specified bakelite sheet shall be plain white colour without any pattern .Also "Anchor" or similar superior make piano switches shall be used. Both sheet as well as piano switches shall be approved by the Engineer-in-charge before execution.
19. (i) All cable having more than one strand should invariably crimped with dowells lugs/ferrules of appropriate size crimping tool is to be arranged by the contractor at no extra cost .In case contractor fails to bring crimping tools department may supply crimping tool subject to availability at an extra cost of Rs. 100/- per day per instrument. Responsibility on account of delay shall rest entirely with the contractor.  
(ii) If any conduit is already laid/M.S. box is fixed in the slab/wall of the bldg. its recovery will be governed by the formula as per DSR 2007 + contract abatement on the related sub-Head.
20. The piano switches for fans and light plugs shall be I.S.I. marked type/approved switches only.
21. When a boards are connected to a voltage, higher than 250 volt all the terminals of leads of the apparatus mounted on shall be marked and the following colours to indicate the different poles or phases to which the apparatus for different terminals may have been connected.

A. C.  
Three phases -  
Red, Blue, Yellow  
Neutral: - Black

D. C.  
Three wire systems –  
outer wires: Red & Blue.  
Neutral: - Black

22. "BSNL reserves the right to get material inspected any components thereof by the manufacturer/ their authorized representative, whose report as regards to the genuineness of component shall be final and binding. In case any component upon such inspection is found to be duplicate/spurious, double the cost of such component based on price list (without any discount whatsoever) effective on date of aforesaid inspection shall be recoverable.

In case the contractor agrees to replace the components so found spurious/duplicate at his cost, within 15 days of the said report compensation of Rs.1000/- per component found spurious/duplicate shall be levied against the contractor.

Besides the above the BSNL reserves the right to take disciplinary action against the contractor.

## **GENERAL CONDITIONS OF CONTRACT**

The firm shall read carefully the following conditions and shall quote accordingly confirming all the points in their offer.

### **1. TAXES AND DUTIES:**

GST , work contract tax, purchase tax, turnover tax, labourCess or any Tax applicable in respect of this contract as applicable shall be borne by the bidder himself .The bidder shall quote his rates considering all such taxes .The TDS as per the government regulation will be recovered from the contract.

### **2. EMPLOYEES PROVIDENT FUND:**

The contractor shall comply / fulfil the provisions of the EPF & Misc. Provisions Act.-1952 and Employees Provident Fund Scheme-1952 as amended up to date in respect of labourers / Employees engaged by them for performing this work. Any consequences arising due to non-complying of the provisions as specified above shall be the sole responsibility of the firm only.

- (a) Agency has to observe all the labour rules & regulation in force.
- (b) Firm shall be fully responsible for any violation observed at any time.

### **3.SUFFICIENCY OF TENDER:**

The contractor shall be deemed to have satisfied himself before entering into the contract as to the correctness and sufficiency of the offer the work and of the rates quoted in the schedule of works. The rates and the amount shall except as otherwise provided, cover all the obligation under the contract and all matters and things necessary for proper completion and maintenance and guarantee of the work.

### **4. STORES AND SAFETY:**

All the stores and materials required for the satisfactory completion of the work shall be arranged at work site by the contractor from his own sources. Lockable space for storing the material may be provided on request from the contractor. However, safe custody of the material stored at site will be responsibility of the contractor.

### **5. CO-ORDINATION AT SITE:**

At the site of work than one agency may be working. Full co-operation shall be extended to other agencies during progress of work. Further, work shall be carried out in such a way so that it may not cause abnormal noise and hindrance to the officers of the department engaged in creation as well to normal routine work.

### **6.PROGRAMMES FOR EXECUTION**

Thefirm shall supply detailed programme to Engineer in charge for execution of contract within 10 days of award of work.

### **7. PACKING FORWARDING AND STORING AT SITE:**

Before dispatch to site, the equipment/component /materials shall be properly packed with polythene sheet and wooden planks for protection and avoiding transit damages and damage against storage in open area at transporters premises or at work site.

### **8. TOOLS & PLANTS**

All tools and plants, testing & safety equipments required for carrying out various tasks relevant to repairing and maintenance have to be arranged by firm at its own cost.

### **9. BYE-LAWS, INDEMNITY AGAINST LIABILITIES:**

- (a) The contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fees and other charges and giving/ receiving all necessary notices and keep the Engineer-in-charge informed about the notices issued and received.

- (b) The contractor shall indemnify the BSNL against all claims in respect of patent rights, design, trade mark or name of other protected rights in respect of any plant, machine, work or materials used for or in connection with the work or temporary works and from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. The contractor shall defend all actions arising from such claims and shall him-self pay all royalties.
- (c) License fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof shall be borne by the contractor.
- (d) All liabilities/ penal recoveries on matters arising out of tax/ excise/ levies such as incorrect deductions, discrepancies in the filing of returns, revised assessment by the concerned authorities etc. shall be borne by the contractor.
- (f) It is contractor's liability to follow all safety procedures in accordance with relevant I.S. amended up to date during execution of work at site.

**10. SPECIAL CONDITION:**

Compensation to be levied in cases of use of duplicate/spurious material.

“Department reserves the right to get inspected the panels and any components thereof by the manufacturer / their authorized representative, whose report as regards to the genuineness of component shall be final and binding. In case any component upon such inspection is found to be duplicate/spurious, double the cost to such component based on price list (without any discount whatsoever) effective on date of aforesaid inspection shall be recoverable.

In case the contractor agrees to replace the components so found spurious/duplicate at his cost, within 15 days of the said report compensation of Rs. 1,000/- per component found spurious/ duplicate shall be levied against the contractor.

Besides the above the Department reserves the right to take disciplinary action against the contractor. Decision of S.E. in such case shall be final and shall be out



**APPROVED MAKES- BSNL ELECTRICAL WING**

**As on dated. 29.02.2016**

S. No.	Item	Makes
1	Engine	Ashok Leyland /Cummins/ Cater pillar / KOEL/ Volvo Penta / Mahindra & Mahindra (up to 40 KVA) /Escorts (up to 30 KVA)/ Eicher (up to 20 KVA)
2	Alternator(Brushless)	Crompton Greaves (AL. series) / KEC / Leroy Somer / Stamford/Jyoti Ltd
3	Battery (Lead Acid / Mntc. Free)	Amara Raja / AMCO / Farukawa / Hitachi / Exide/ Prestolite / Standard
4	HV Switchgear (Vacuum Circuit Breaker/SF6 )	Biecco Lawrie / Crompton / Kirloskar / MEI / Jyoti Ltd
5	Transformer (Oil filled / Dry type)	ABB / Schneider Electric /Andrew Yule / Bharat Bijlee / Crompton / EMCO / Kirloskar/ Siemens
	a) Above 400 KVA	
	b) Up to 400 KVA	In addition to above makes, Uttam/Automatic Electric Gear(AEG)/Patson/Rajasthan Transformer and Switchgear
6	Air Circuit Breaker	L&T/ Schneider Electric / Siemens
7	MCCB(Ics=Icu)	L&T/ Schneider Electric / Siemens
8	SDF units	L&T/ Schneider Electric / Siemens/ HPL/Havells
9	Power Contactors	L&T/ Schneider Electric / Siemens/ Lakshmi(LECS)
10	Change Over Switch	HPL / Havells / H-H Elcon
11	Intelligent APFC Relay	L&T/EPCOS(Siemens)/ Schneider Electric / Neptune Ducati/Syntron/ABB
12	Bus Bar Trunking/ Sandwiched Bus Duct	Moeller/L&T/Schneider Electric/ABB/Legrand/Zeta
13	Power Capacitors (MPP/APP)	L&T/EPCOS(Siemens)/ABB/Crompton/ Schneider Electric/Neptune Ducati
14	Digital/ KWHr meter	Schneider Electric/ AE/ Digitron / IMP/ Meco / Rishabh / Universal/HPL/L&T/ABB
15	Cold shrink HT/LT Cable Joint	Denson / 3M(M-Seal )/ Raychem
16	Rubber Matting	ISI mark
17	MCB/ Isolator /ELCB/RCCB/ Distribution Board	Crompton / Havells / Indokopp / MDS Legrand/ L&T / Schneider Electric/ Siemens / Standard/ C&S/ABB/HPL
18	MS/ PVC Conduit	ISI mark
19	Cable Tray	MEM/Bharti/Ratan/Slotco/Profab
20	HT/LT Cables	ISI mark
21	PVC insulated copper conductor wire	ISI mark
22	Centrifugal Pump	Amrut / BE / Beacon / Batliboi / Crompton / Jyoti / Kirloskar / KSB / Mather & platt / WASP/Grundfos

23	Submersible Pump	Crompton/Amrut / BE / Calama / Kirloskar / KSB
24	Motors	ABB/ Bharat Bijlee / Crompton Greaves / Schneider Electric / HBB / KEC / Siemens/Jyoti Ltd
25	Fresh Air Fans	GE / Khaitan/Almonard/Crompton
26	Starter	ABB / BCH / Schneider Electric / L&T / Siemens /
27	Single Phase Preventer	L&T / Minilec / Siemens / Zerotrip
28	GI/MS Pipe	ATC / ATL / BST / GSI / ITC / ITS / IIA / JST / Jindal /TTA / Tata/Zenith
29	Foot Valve	ISI mark
30	Gate Valve	Advance/Audco/Johnson Controls/Zoloto/Annapurna / Fountain / Kirloskar / Leader / Sant / Trishul
31	Compressors	Carrier/Emerson copeland/York/Danfoss (for chillers only)
32	Resin Bonded Glass wool	Fibre Glass / Pilkington / UP Twiga
33	Expanded Polystyrene	BASF(India) Ltd.
34	Gauge	Feibig / H.Guru / Pricol
35	Controls	FLICA / Honeywell / Indfoss / Penn-Danfoss / Ranco / Ranutrol / Sporland
36	Fine Filters	Anfiltra Effluent / ARW / Athlete/ Airtake/ Dyna / Kirsloskar/ Puromatic/ Purafill/ Purolator / Tenacity
37	GI Sheet	HSU Jindal / National / Nippon Denro / Sail / Tata
38	Heat Detector	Appollo / Chemtron/ Edward / Fenwal/Hochiki / Nitton /System Sensor/Wormald/Honeywell Essar/Notifier
39	Ionization Detector	Appollo / Cerebrus / Edward/ /Fenwal /Hochiki / Nitton / System Sensor /Wormald
40	Photo Electric Smoke Detector	Appollo / Cerebrus / Edward / Fenwal/ Hochiki / Nitton / Wormald / System Sensors
41	Fire Panel (Microprocessor based)	Agni Instruments / Agni Devices/ Aruna Agencies/ Carmel Sensor / Ravel Elect./Honeywell/ Essar/Notifier/Navin Systems
42	Sprinkler/ Hose Reel & Hose Pipe	ISI mark
43	Fire Extinguisher	ISI mark
44	Lift	OTIS, Kone, Mitsubishi ,Schindler, Johnson, Thyssenkrupp Elevator(India)

**NOTE:**

1. The accessories such as CT/PT/measuring instrument/relays provided by approved make in respect of Transformer /HT Panel/DG /AC Package Units as supplied by approved manufacturer along with the equipments are also acceptable in addition.
2. Any additional makes may be approved by concerned PCEs/Sr. CEs/CEs(Elect) for the work under his jurisdiction as already accorded vide letter no. 3-2-5/EW/VEP-1/2007 dated 05-07-2007
3. Any other make approved by BSNL EW, corporate office till the last date of sale of tender is also acceptable.